

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F04700-03-R-0013	
6. SOLICITATION ISSUE DATE 18-Nov-2002		7. FOR SOLICITATION INFORMATION CALL		a. NAME OCTAVIA HICKS		b. TELEPHONE NUMBER (No Collect Calls) (661) 277-9567	
8. OFFER DUE DATE/LOCAL TIME 16-Dec-2002 00:00		9. ISSUED BY AFTTC/PK OCTAVIA HICKS/661-277-9567 5 S WOLFE AVE EDWARDS AFB CA 93524-1185 TEL: FAX:		CODE FA9301		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4581 SIZE STANDARD: \$6.0 M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13 a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700)		13 b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO 412 LG/LGLXR - F5XLGL 300 E YEAGER BLVD BLDG 1600 EDWARDS AFB CA 935246325		CODE F5XLGL		16. ADMINISTERED BY SEE ITEM 9	
17 a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE	
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		2 COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR		31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED	
31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED		32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		41 c. DATE	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0001		9.00	Months		
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REGULAR SCHEDULED SERVICES

FFP - The contractor shall provide Aircraft Fleet Services in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 January 2003 through 30 September 2003.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	----------------------	------	------------	---------------------

0002		99.00	Each		
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UNSCHEDULED SERVICES

FFP - The contractor shall provide Aircraft Fleet Services for transient aircraft in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 January 2003 through 30 September 2003.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	REGULAR SCHEDULED SERVICES FFP - The contractor shall provide Aircraft Fleet Services in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2003 through 30 September 2004. NSN L015-FL-EET-SERV SIGNAL CODE A	12.00	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	UNSCHEDULED SERVICES FFP - The contractor shall provide Aircraft Fleet Services for transient aircraft in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2003 through 30 September 2004. NSN L015-FL-EET-SERV SIGNAL CODE A	132.00	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	REGULAR SCHEDULED SERVICES FFP - The contractor shall provide Aircraft Fleet Services in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2004 through 30 September 2005. NSN L015-FL-EET-SERV SIGNAL CODE A	12.00	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	UNSCHEDULED SERVICES FFP - The contractor shall provide Aircraft Fleet Services for transient aircraft in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2004 through 30 September 2005. NSN L015-FL-EET-SERV SIGNAL CODE A	132.00	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0007

12.00

Months

REGULAR SCHEDULED SERVICES

FFP - The contractor shall provide Aircraft Fleet Services in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2005 through 30 September 2006.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0008

132.00

Each

UNSCHEDULED SERVICES

FFP - The contractor shall provide Aircraft Fleet Services for transient aircraft in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 October 2005 through 30 September 2006.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	REGULAR SCHEDULED SERVICES	12.00	Months		

FFP - The contractor shall provide Aircraft Fleet Services in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 January 2003 through 30 September 2003.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	UNSCHEDULED SERVICES	132.00	Each		

FFP - The contractor shall provide Aircraft Fleet Services for transient aircraft in accordance with the attached Statement of Work date 30 September 2002, for the period of 01 January 2003 through 30 September 2003.

NSN L015-FL-EET-SERV

SIGNAL CODE A

ESTIMATED
NET AMT

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work		NOV-19-2002
Attachment 2	Wage Determination		NOV-20-2002
Attachment 3	Past Performance Survey		NOV-20-2002

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-JAN-03 TO 30-SEP-03	Months	9.00	Dest.	F5XLGL 412 LG/LGLXR - F5XLGL 300 E YEAGER BLVD BLDG 1600 EDWARDS AFB CA 935246325
0002	POP 01-JAN-03 TO 30-SEP-03	Each	99.00	Dest.	Same as CLIN 0001
0003	POP 01-OCT-03 TO 30-SEP-04	Months	12.00	Dest.	Same as CLIN 0001
0004	POP 01-OCT-03 TO 30-SEP-04	Each	132.00	Dest.	Same as CLIN 0001
0005	POP 01-OCT-04 TO 30-SEP-05	Months	12.00	Dest.	Same as CLIN 0001
0006	POP 01-OCT-04 TO 30-SEP-05	Each	132.00	Dest.	Same as CLIN 0001
0007	POP 01-OCT-05 TO 30-SEP-06	Months	12.00	Dest.	Same as CLIN 0001
0008	POP 01-OCT-05 TO 30-SEP-06	Each	132.00	Dest.	Same as CLIN 0001
0009	POP 01-OCT-06 TO 30-SEP-07	Months	12.00	Dest.	Same as CLIN 0001
0010	POP 01-OCT-06 TO 30-SEP-07	Each	132.00	Dest.	Same as CLIN 0001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.215-6	Place of Performance	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.233-1	Disputes	JUL 2002
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	MAY 2002
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS	JUN 1997
5352.228-9001	INSURANCE CLAUSE IMPLEMENTATION (AFMC)	JUL 1997

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

52.212-1 Instructions to Offerors--Commercial Items (Oct 2000) is hereby tailored as follows:

(a) **North American Industry Classification System (NAICS) code and small business size standard.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) **Submission of offers.** Offerors are required to submit proposals in accordance with the instructions contained in subparagraph (g) hereof. *Facsimile offers are not authorized.*

(c) **Late submissions, modifications, revisions, and withdrawals of offers.** (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) It was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers.

An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(d) **Contract Award.** The Government intends to evaluate offers and award a contract **without discussions** with offerors except clarifications, if deemed necessary, as described in FAR 15.305(a). Therefore, the offerors **initial offer** should contain the offerors best terms from a **price and acceptability** standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(e) **Availability of requirements documents cited in the solicitation.** (1) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specification Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington DC 20407, Telephone (202) 619-8978, Facsimile (202) 619-8978.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia PA 19111-5094 Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(f) Data Universal Numbering System (DUNS) Number. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(g) Instructions to Offerors (ITO).

1.0 GENERAL INFORMATION/INSTRUCTIONS

1.1 Points of Contact

The Contracting Officer (CO) and Contract Negotiator (CN), Mr. John Adair and Octavia, respectively, are the sole points of contact for this acquisition. Address any questions or concerns you may have to the CO at (661) 277-8436, e-mail john.adair@edwards.af.mil, or the CN at (661) 277-9567, e-mail octavia.hicks@edwards.af.mil.

1.2 Central Contractor Registration (CCR)

To be eligible for award (reference Award Section 1.2), an offeror **MUST BE** registered in the Central Contractor Registration (CCR) database pursuant to Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 204.73. Any offeror who is not registered, may register at <http://www.ccr.gov/index.cfm> or <http://www.dlis.dla.mil/ccr>. Offerors not registered are highly encouraged to immediately register.

1.3 Debriefings

Offerors may request debriefings, pursuant to FAR 15.505 and FAR 15.506, by providing a written request to the CO.

1.4 Discrepancies/Ambiguities

If an offeror believes that the requirements in these instructions contain an error, omission or are otherwise unsound, the offeror shall immediately notify the CO, in writing, with supporting rationale. Correspondingly, the offeror shall immediately give written notification to the CO of ambiguities in the solicitation, including the statement of work (SOW).

1.5 Organization/Distribution

1.5.1 Organization

The offeror shall prepare the proposal as set forth in Proposal Organization Table below. The proposal titles and contents of each volume must be as identified in the table, with Volume I within the maximum page limits, and with the number of copies as specified in the table. The contents of each proposal volume are described in the ITO paragraphs indicated in the table.

Proposal Organization Table

VOLUME	ITO Paragraph Number	TITLE	ORIGINAL/ COPIES	PAGE LIMIT
I	2.0	Past Performance	1/2	See ITO para 2.3.1
II	3.0	Price/Contract Documentation	1/1	Not

				Applicable
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1.5.2 Distribution

Mail or hand deliver the original/copies of the proposal to the CN at AFFTC/PKD, 5 South Wolfe Ave., Building 2800, Edwards AFB, CA 93524, Attention Ms. Octavia L. Hicks, Solicitation Number F04700-03-R-0013 by the **date/time** specified in SF 1449, block 8.

1.6 Format/Content/Page Limitations

1.6.1 This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offerors proposal must include all information requested by the ITO and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated in the solicitation, including the statement of work (SOW). **Non-conformance with the ITO may result in an unfavorable proposal evaluation.**

1.6.2 Proposals shall be *clear, concise*, as well as include *sufficient detail* for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offerors proposal. **Do not** include elaborate brochures or documentation, binding, detailed artwork, or other embellishments.

1.6.3 Binding

Each volume of the proposal should be clearly delineated and bound within a separate binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each binder, clearly marked as to volume number, title, solicitation identification, and the offerors name. The same identifying data should be placed on the spine of the binders. Volume I shall contain a detailed **table of contents** to delineate the sections and paragraphs within the volume. **Tab indexing** shall be used to identify sections.

1.6.4 Page Limitations (Volume I)

1.6.4.1 A page is defined as each face of a sheet of paper containing information. Two pages may be printed on one sheet. Page size shall be 8.5 x 11 inches, not including foldouts. Pages **shall be double-spaced** and the **text shall be Times New Roman, font size 12**. Use at least 1-inch top and bottom margins, and at least 1-inch side margins. *Text/shadow boxes are prohibited*. Pages shall be numbered sequentially.

1.6.4.2 Page limitations shall be treated as **maximums**. If exceeded, the excess pages **will not be read or considered in the evaluation** of the proposal, and will be returned to the offeror as soon as practicable. When both sides of a sheet display printed material, it shall be counted as two (2) pages. Each page shall be counted **except** the cover page, table of contents, tabs and joint venture agreements.

1.7 Communications/Discussions

Should the CO determine communications/discussions to be necessary (FAR 15.306(b) and (d)), page limitations as described in ITO para 1.6.4 will apply to responses to past performance Evaluation Notices (EN) and Final Proposal Revisions (FPR) issued to offerors. The specified page limits for EN/FPR responses will be identified in the letters of transmittals to the offerors.

2.0 VOLUME I – PAST PERFORMANCE (FACTOR I)

2.1 Format

2.1.1 Use the following Performance Information Form (PIF) for the past and present performance volume information. This information is required on the offeror and all key personnel, subcontractors, and teaming and/or joint venture partners proposed to perform a *major* portion of the proposed services based on the total proposed price, or perform aspects of the services the offeror considers *critical* to overall successful performance. The

Government will use information provided by the offeror in this volume and information obtained from other sources in the evaluation of the Past Performance Factor (reference Award Section para 3.5).

2.1.2 Provide a separate, **thoroughly**, completed form for each contract submitted, including ***factual, concise and clear*** comments regarding your performance on the contracts.

PERFORMANCE INFORMATION FORM (PIF)

A. Offeror Name (Company/Division):

CAGE Code:

DUNS Number:

If **Other than the Prime** Offeror, Identify Prime Offeror:

NOTE: If the company or division performing this contract is different than the offeror, or the relevance of this effort to the instant soaring training services acquisition is impacted by any company/corporate organization change, note those changes and separately explain them in your past performance volume (reference ITO para 2.5).

B. Project Title:

C. Contract Specifics

1. Contracting Agency or Customer:

2. Contract Number:

3. Contract Type(s):

4. Period of Performance:

5. Original Contract \$ Value (*exclude unexercised options*):

6. Current Contract \$ Value (*exclude unexercised options*):

7. If amounts for 5 and 6 above are different, provide a brief description of the reason(s):

8. Has the contract been entered into the Contractor Performance Assessment Reporting System (CPARS)? Yes

OR No If not, another automated past performance system? Yes **OR** No If yes, please *identify* the system:

D. Brief Description of Contract as __Prime or __Subcontractor

Indicate the type of services provided, i.e. flight instruction training services, aircraft modification engineering support, etc., and highlight portions considered most relevant to the soaring training services acquisition.

E. Completion Date

1. Original Date:

2. Current Date:

3. How Many Times Changed (other than option exercise):

4. Primary Cause(s) of Change (other than option exercise):

F. Primary Customer Points of Contact. For Government contracts, provide the following for the Program Manager, Procuring Contracting Officer and Administrative Contracting Officer. For Commercial contracts, provide equivalents to aforementioned Government roles. **NOTE:** *Ensure the individuals identified are **currently** available to provide past performance information if requested by the Government.*

1. Name:

2. Office:

3. Address:

4. FAX Number:

5. E-mail Address:

6. Commercial Telephone Number:

7. DSN Telephone Number:

G. Address any technical, management, schedule, or other meaningful details about this contract considered unique.

H. Thoroughly describe how the contract is relevant and any problems encountered using the instructions in ITO para 2.4.

I. Include relevant information concerning your compliance with FAR 52.219-8, Utilization of Small Business

Concerns (reference FAR 19.708 and DFARS 215.305(a)(2)).

J. Describe the portion of the proposed soaring training services to be performed by the business entity being reported in para A, above. If other than the prime is being reported, discuss whether this entity will be performing as a subcontractor, teaming and/or joint venture partner (define whether “populated” or “unpopulated” per ITO para 2.6), or a corporate division related to the prime clearly defining that relationship. Classify the *percentage*, e.g. 25%, of services to be performed by the business entity in terms of relevancy to the overall soaring training services SOW requirements.

(End of Form)

2.3 Page and Submission Limits

2.3.1 Page Limits

Completed PIFs are limited to eight (8) pages per contract (reference ITO para 1.6.4).

2.3.2 Submission Limits

PIFs are limited to **three (3)** contracts that are current, recent and relevant in demonstrating your ability to perform the proposed soaring training services. PIFs are limited **two (2)** contracts for each major or critical subcontractor and teaming and/or joint venture partners that are current, recent and relevant in demonstrating their ability to perform the proposed soaring training services. Refer to the Award Section para 3.3 for determining if the contracts you have identified to submit meet the definitions of current, recent and relevant.

2.4 Specific PIF Content

2.4.1 Offerors are required to *thoroughly* explain what aspects of the contracts are deemed relevant to the proposed aircraft fleet services and to what aspects of the proposed aircraft fleet services they relate. Specifically relate them to the paragraphs of the aircraft fleet services SOW. Classify the relevancy as being highly relevant, relevant or somewhat relevant and *provide rationale* for each classification.

2.4.2 Include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage project risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex project, or the offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems, and the effect of those actions in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that the offeror has overcome past problems is required.

2.5 Organizational Roadmap

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this acquisition. As a result, it is sometimes difficult to determine what past performance is relevant to the soaring training services. To facilitate this relevancy determination, include a “roadmap” in your past performance volume describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the Government intends to consider current, recent and relevant past performance information provided by other sources as well as that provided by the offerors, your “roadmap” should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

2.6 Partnership Agreements

If any of the contracts you identify were performed as teaming and/or joint venture partners, offerors must thoroughly explain the relationship of each partner, e.g. managing partner, under the contract(s) submitted, and **include copies** of the teaming and/or joint venture agreement(s) for these contracts. For joint ventures partners, define this relationship as it relates to “populated” or “unpopulated” performance of the services by each of the

partners.

2.7 Consents

Offeror's are required to include written consents from their proposed subcontractors and teaming and/or joint venture partners for the disclosure of past performance information by the Government to the offeror (prime). These written consents will facilitate the performance confidence assessment process by enabling the Government to clarify (FAR 15.306(a)(2)) and, if necessary communicate and/or discuss (FAR 15.306(b) and (d)), subcontractor and teaming and/or joint venture partner past performance information with the offeror (prime).

2.8 Past Performance Early Submission

Offerors are required to submit the Past Performance Volume 14 calendar days (6 December 2002) after the solicitation issuance date (SF 1449, block 8).

2.9 Past Performance Questionnaire

The offeror shall send out and track the completion of the Past Performance Questionnaire in Attachment 3 for each contract, subcontractor, teaming partner, and/or joint venture partner Primary Customer Points of Contact (POC) identified in the PIFs (reference ITO para 2.1). The responsibility to timely send out and track the completion of the Past Performance Questionnaires rests solely with the offeror. The offeror shall exert its best efforts to ensure that the three Primary Customer POCs submits a completed Past Performance Questionnaire **directly** to the CO, as specified in paragraph 2.8 (Past Performance Early Submission).

3.0 VOLUME II – PRICE (FACTOR 2)/CONTRACT DOCUMENTATION

3.1 MODEL CONTRACT/REPRESENTATION AND CERTIFICATIONS

The purpose of this volume is to provide prices and information to the Government for preparing the contract award document. This includes the following:

3.1.1 The offerors proposal shall include an **original signed** copy of the SF 1449, including completion of SF 1449 block 17. Signature by the offeror on the SF 1449 constitutes an offer that the Government may accept; therefore, the signature must be of a person authorized to contractually bind the company. The "original" copy must be clearly marked and provided without any punched holes.

3.1.2 Price (Factor 2). Completed unit prices and extended amounts in the continuation sheets to SF 1449, block 20. Ensure unit prices and extended amounts are **rounded** and **correct**, and that the prices are compliant with the Department of Labor Wage Determination attached to this solicitation, Attachment 2.

3.1.3 Discount Terms. Include a statement of any discount terms (reference SF 1449, block 12.)

3.1.4 Contract Clauses. Complete clause fill-in's for FAR 52.223-03, "Hazardous Material Identification and Material Safety Data," and DFARS 252.223-7001 "Hazardous Warning Labels".

3.1.4.1 FAR 52.212-3, Offeror Representations and Certifications—Commercial Items – Alternate I, and DFARS 252.212-7000, Offeror Representations and Certifications—Commercial Items. Completed representations, certifications, acknowledgments and statements.

3.1.5 The proposal acceptance period is **90** days. Offerors must make a clear statement that the proposal is valid until this date.

3.2 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the solicitation, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide **rational** in support of the exception and fully explain its impact, if any, on the performance, schedule and price and specific requirements of the solicitation. This

information shall be provided in the format and content of the Solicitation Exceptions Table below. **NOTE:** *Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award (reference Award Section para 1.2).*

SOLICITATION EXCEPTIONS TABLE

<i>Solicitation Document</i>	<i>Paragraph/Page</i>	<i>Requirement/Portion</i>	<i>Rationale</i>
<i>SOW, Contract, ITO, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Justify why the requirement will not be met</i>

3.3 Authorized Offeror Personnel.

Provide the names, titles, telephone and fax numbers, and e-mail addresses of persons authorized to negotiate on the offerors behalf with the Government in connection with this solicitation.

3.4 Joint Venture Agreements.

Provide a copy of your joint venture agreement if your proposal is being submitted by a joint venture entity.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

I. AWARD SECTION --BASIS FOR AWARD AND EVALUATION FACTORS

1.0 Basis for Contract Award

The Government will select the best overall offer based upon a comparative assessment of Past Performance and Price of *acceptable* Mission Capability proposals. This is a Performance Price Tradeoff (PPT) source selection, conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.101-1, in which tradeoffs are conducted between past performance and price. The AFFARS is available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. One award may be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation factors, to represent the best value to the Government. The Government seeks to award to the offeror who gives the Air Force the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the superior past performance of the higher price offeror outweighs the price difference. To arrive at a source selection decision, the SSA will compare the source selection team's evaluations of the Past Performance and Price Factors described in paragraphs 2.0 - 4.0 below. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

1.2 Condition for Award

Offerors are required to meet all solicitation requirements, such as terms, conditions, representations, certifications, and technical requirements, and be registered in the central contractor registration database (reference DFARS 252.204-7004 included as an Addendum to DFARS 252.212-7001 contained in this solicitation), in addition to the factors identified in paragraph 2.0 below to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for selection.

1.3 Pre-Award Survey

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS, if

conducted, will be evaluated to determine the offeror's capability to meet the requirements of the solicitation.

1.4 Discussions

If it is determined to be in the best interests of the Government to conduct discussions (reference subparagraph (d) of FAR 52.212-1 contained in this solicitation), offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the best value source selection decision.

2.0 Evaluation Factors and Relative Importance

2.1 Factor 1: Past Performance

2.2 Factor 2: Price

2.1 Past Performance (Factor 1) is *significantly more important* than Price (Factor 2).

3.0 FACTOR 1: PAST PERFORMANCE

3.1 The Past Performance Factor will receive one of the past performance ratings described in AFFARS 5315.305(a)(2)(E). To be favorable, an offeror must receive a Satisfactory/Confidence past performance rating. Offerors receiving a Neutral/Unknown past performance rating will be treated neutrally in accordance with FAR 15.305(a)(2)(iv).

3.2 The past performance rating will be based upon an assessment of performance risk, and represents the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in furnishing services that meet the user's needs, including price and timeliness of performance. The past performance evaluation is accomplished by reviewing aspects of an offeror's current, recent and relevant past performance, focusing on and targeting performance which is relevant to the aircraft fleet services statement of work (SOW). For problems identified the evaluation will consider mitigating circumstances such as process changes that have resulted in improvements to previous problems; however, these process changes will only be considered when objectively measurable improvements in performance have been demonstrated as a result of the changes. The evaluation may include data on current, recent and relevant services performed by other divisions, corporate management, key personnel, subcontractors, teaming and/or joint venture partners, or the relevant element of predecessor entities forming new companies by merger/consolidation, if such resources will be brought to bear or significantly influence the performance of the aircraft fleet services. The Government may consider as relevant services performed for agencies of the federal, state or local governments and commercial customers. As a result of an analysis of the performance risks identified, offerors will receive an integrated past performance rating for the Past Performance Factor. In addition to evaluating the extent to which the offeror's performance meets SOW requirements, the confidence assessment will consider such things as, but not limited to, the offeror's history of providing accurate prices, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction (including the contractor's business-like concern for the interest of the customer), innovations, environmental, security, and safety compliance. Pursuant to DFARS 215.305(a)(2), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns.

3.3 The following past performance definitions will be used during the evaluation:

3.3.1 Current and Recent. Relevant on-going contracts with a performance record of *at least one (1) year*, and contracts completed within **three (3)** years from the issue date of this solicitation. Current performance will have a greater impact on the performance confidence assessment than less recent performance.

3.3.2 Relevant. Aircraft Fleet Services which are considered to be of the type and similar in scope, magnitude and complexity when compared to the aircraft fleet services described in this solicitation, including the SOW, contract type, contract environment, division proposing, and subcontractor interaction. A *strong* record of relevant past performance may be considered more advantageous to the Government than a Neutral/Unknown Confidence rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

3.3.2.1 Scope. Scope, as used in paragraph 3.3.2 above, relates to the various training and support tasks required by the SOW.

3.3.2.2 Magnitude and Complexity. Magnitude and complexity, as used in paragraph 3.3.2 above, relates to the number and types of aircraft described in the SOW.

3.3.3 Adverse. Past performance information that supports a less than satisfactory rating on any evaluation aspect or any unfavorable comment received from sources without a formal rating system.

3.4 Past performance information may be obtained through the Contractor Performance Assessment Reporting Systems (CPARS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with project managers and contracting officers, and other sources known to the Government, including commercial sources.

3.5 In conducting the performance confidence assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

3.6 Offerors may be given the opportunity to clarify the relevancy of past performance information, and/or to clarify adverse past performance information to which the offeror has not previously had an opportunity to respond. In such cases, these exchanges are considered clarifications for award without discussions (FAR 15.306(a)), or communications when a competitive range is to be established for the purposes of conducting discussions (FAR 15.306(b)).

4.0 FACTOR 2: PRICE

4.1 To be acceptable, an offeror's price must be fair, reasonable and affordable.

4.2 The Government will use the price analysis techniques specified in FAR 15.404-1(b)(2) and evaluate offerors prices in accordance with FAR 15.305(a)(1) and AFFARS 5315.305(a)(1). The evaluation will include an in-depth analysis for unbalanced pricing (FAR 15.404-1(g)).

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual**Number of Employees Gross Revenues**

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
(The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract

award through 30 September 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 33 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 132 each;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 calendar days from the contract period ending.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
farsite.hill.af.mil

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

farsite.hill.af.mil

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

5352.237-9002 CONTRACT HOLIDAYS (AFMC) (JUL 1997)

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays:

New Year's Day—January 1
 Martin Luther King Day—3rd Monday in January
 Washington's Birthday—3rd Monday in February
 Memorial Day—last Monday in February
 Independence Day—July 4
 Labor Day—1st Monday in September
 Columbus Day—2nd Monday in October
 Veterans Day—November 11
 Thanksgiving Day—4th Thursday in November
 Christmas Day—December 25

If these holidays fall on a Saturday, the preceding Friday will be observed. If these holidays fall on a Sunday, the following Monday will be observed. If a holiday falls on a regular workday, the services shall be rescheduled in the same week to either the day preceding or following the holiday.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and line badge to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the

clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided at Edwards Air Force Base, California.

(f) The Government support to be furnished under this contract is a office building space for two people, a class "A" phone line, supplies storage space, parking area for vehicles and servicing equipment, mobile radio with spare battery and charger, and flight line drivers initial drivers training. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.